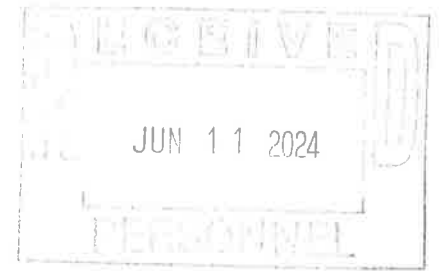


TEHAMA COUNTY
and
PAMELA GONZALEZ
EMPLOYMENT AGREEMENT
for the position of
CHIEF PROBATION OFFICER



THIS AGREEMENT, is made and entered into this 4th day of June 2024 and shall become effective commencing the 9th day of June 2024 by and between the Presiding Juvenile Court Judge and the other judges of the Superior Court of California, County of Tehama (“APPOINTING AUTHORITY”), the County of Tehama (“COUNTY”), and Pamela Gonzalez (“GONZALEZ”), all of whom agree as follows:

WITNESSETH

WHEREAS, pursuant to Tehama County Charter article III, section 7, Penal Code sections 1203.5 and 1203.6, and Welfare and Institutions Code section 270, APPOINTING AUTHORITY desires to appoint and the COUNTY desires to employ and compensate GONZALEZ to act as Chief Probation Officer, hereinafter “CPO” at the Tehama County Probation Department, hereinafter “Department”; and

WHEREAS, it is the desire of the COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for GONZALEZ; and

WHEREAS, GONZALEZ desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to GONZALEZ as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of GONZALEZ, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

APPOINTING AUTHORITY hereby appoints and COUNTY hereby agrees to employ GONZALEZ as the Chief Probation Officer. Said services shall include the day-to-day administration of the Probation Department of County and shall be performed under the direction and supervision of the Superior Court of Tehama County and through coordination with the Tehama County Chief Administrator and the Tehama County Board of Supervisors. Duties and responsibilities shall include those duties and responsibilities described in the Classification Specification for the Chief Probation Officer, including but not limited to:

- A. Plan, administer, and supervise the operations of the Probation Department including Juvenile Detention Facility operations.
- B. Administer the Probation Department annual budget.
- C. Supervise and evaluate the work of Probation Department personnel.
- D. Such other legally permissible and proper duties and functions of the Probation Department as may be assigned from time to time.

Except as otherwise provided by the COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. GONZALEZ shall report for work at her regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

GONZALEZ agrees to remain in the exclusive employ of COUNTY until June 8, 2027 and further agrees to accept no other employment that may conflict with GONZALEZ's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, GONZALEZ shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by GONZALEZ under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, the COUNTY agrees to pay GONZALEZ hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

June 9, 2024 through June 8, 2025	\$153,037 Annually
June 9, 2025 through June 8, 2026	\$160,689 Annually
June 9, 2026 through June 8, 2027	\$168,723 Annually

Notwithstanding any other provisions of this contract, COUNTY'S Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to GONZALEZ during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, article XI, Section 10, subdivision (a).

COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of GONZALEZ, except with the concurrence of GONZALEZ and then only to the degree of such a reduction across-the-board for all employees of the Department in which GONZALEZ is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As GONZALEZ's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide GONZALEZ a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for GONZALEZ and shall not be prorated.

Section 5: Automobile

As GONZALEZ's duties require travel in the course of County business, COUNTY agrees to provide GONZALEZ an automobile for her use during the performance of her official COUNTY duties, subject to all applicable County vehicle-use policies. Use of said vehicle is limited to normal travel within Tehama County and, when leaving the County, only on official County business. GONZALEZ acknowledges that COUNTY may conduct reviews to determine whether some or all of the value of vehicles provided to employees by COUNTY must be imputed as income for purposes of federal and/or state income tax.

The parties agree to re-open negotiations regarding the continued provision of this vehicle and imputation of income as a result of such reviews. In the event that no agreement is reached during such re-opened negotiations, COUNTY shall continue to provide the vehicle, but may impute the value of the vehicle as income to GONZALEZ for purposes of federal and/or state income tax. The parties further acknowledge and agree that, in the event that any federal and/or state agency determines that the value of the vehicle should have been imputed as income to GONZALEZ for tax purposes during any period for which such income was not imputed, COUNTY shall be solely responsible for payment of any resulting employer tax liability or deficiency (including any applicable interest or penalties) and GONZALEZ shall be solely responsible for payment of any resulting personal income tax liability or deficiency (including any applicable interest or penalties), each without recourse against the other party.

Should it be required that GONZALEZ use her personal vehicle in the performance of her official County duties, it is agreed that GONZALEZ will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for GONZALEZ.

Section 6: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, GONZALEZ shall accrue and have credited to her personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time GONZALEZ has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease. Should GONZALEZ use PTO hours to bring her balance below 500 hours, normal accrual will resume until the cap of 500 hours has been reached.

GONZALEZ shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at GONZALEZ's request, compensate GONZALEZ for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of the Management Unit.

Section 7: Management Leave

GONZALEZ shall have five (5) paid management leave days (40 hours) added to her Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or GONZALEZ will lose that MTO.

Section 8: Holidays

GONZALEZ shall be entitled to have the following holidays off with pay: January 1, the third Monday in January (Dr. Martin Luther King, Jr.'s birthday), February 12 (Lincoln Day), the third Monday in February (President's Day), the last Monday in May (Memorial Day), July 4 (Independence Day), the first Monday in September (Labor Day), the second Monday in October (Columbus Day), November 11 (Veterans Day), Thanksgiving, the Friday after Thanksgiving, and December 25 (Christmas). GONZALEZ shall also be entitled to the last workday before Christmas (Christmas Eve) or the last workday before New Year's (New Year's Eve), as determined by the COUNTY.

If any of the foregoing holidays falls on a Sunday, the Monday following shall be observed as the holiday. If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If an employee is in a non-pay status on both workdays immediately adjacent to the holiday, the employee shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for GONZALEZ and her dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the Tehama County Management Employees Association Memorandum of Understanding. GONZALEZ may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

The COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for GONZALEZ and/or members of her immediate family.

The COUNTY will allow GONZALEZ to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

GONZALEZ shall participate in the California Public Employees' Retirement System (CalPERS) and Social Security Retirement systems. The parties acknowledge that GONZALEZ is a local safety member of the California Public Employees' Retirement System (CalPERS), and a "classic" employee for purposes of the California Public Employees' Pension Reform Act of 2013.

GONZALEZ shall participate in the CalPERS 3% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties further acknowledge and agree that GONZALEZ's member contribution to CalPERS attributable to her employment with COUNTY is therefore nine (9%) percent of the compensation paid to GONZALEZ hereunder.

COUNTY will not pay any part of the required member contribution on behalf of GONZALEZ.

Additionally, COUNTY shall pay one hundred (100) percent of the required employer contribution to CalPERS.

Section 11: Deferred Compensation

GONZALEZ may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to GONZALEZ hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of GONZALEZ, in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of GONZALEZ and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Chief Probation Officer functions and such other related national, regional, state and local governmental groups and committees thereof which GONZALEZ serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of GONZALEZ, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If GONZALEZ is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, GONZALEZ will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of GONZALEZ to resign from her position with COUNTY. If GONZALEZ voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then GONZALEZ shall give APPOINTING AUTHORITY and COUNTY 90 days' written notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The APPOINTING AUTHORITY may terminate this agreement at any time in accordance with Tehama County Charter, Article III, Section 7, Penal Code Sections 1203.5 and 1203.6 and Welfare and Institutions Code Section 270, subject only to the provisions set forth in this agreement.

If GONZALEZ is terminated by the COUNTY before expiration of the aforesaid term of employment, and if GONZALEZ is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay GONZALEZ a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

Should GONZALEZ's employment with the County be terminated for any reason, GONZALEZ shall receive compensation for any unused vacation period previously earned. MTO is not considered vested, and GONZALEZ shall receive no compensation for unused MTO.

Section 15: Incapacity and Unpaid Leave

The parties acknowledge that Labor Code 4850 applies to GONZALEZ's employment hereunder.

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, including without limitation Labor Code 4850, if GONZALEZ is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, APPOINTING AUTHORITY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the APPOINTING AUTHORITY and Board of Supervisors due to GONZALEZ's incapacity, or for any other reason, GONZALEZ shall not receive any salary, stipend or other compensation hereunder once GONZALEZ's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as County service for any purpose under this Agreement and GONZALEZ shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes GONZALEZ is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should GONZALEZ fail to return to work within three workdays of the expiration of approved leave, she shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow GONZALEZ an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that GONZALEZ had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if GONZALEZ is on a leave of absence beyond any accrued leaves, she may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if GONZALEZ is on a leave of absence beyond any accrued leaves, she may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. GONZALEZ may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date GONZALEZ returns to work from the leave of absence in which she completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 16: Performance Evaluation

- A. The Chief Administrator shall review and evaluate the performance of GONZALEZ at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as the COUNTY may from time to time determine, in consultation with GONZALEZ. Further, the COUNTY Chief Administrator shall provide GONZALEZ with a summary written statement of the findings and provide an adequate opportunity for GONZALEZ to discuss her evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.
- B. At the time of evaluation, the COUNTY and GONZALEZ shall define such goals and performance objectives that they determine necessary for the proper operation of County Probation and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.
- C. In effecting the provisions of this Section, the COUNTY and GONZALEZ mutually agree to abide by the provisions of applicable law.

Section 17: Safety

The COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, the COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 18: Indemnification

To the extent that GONZALEZ is acting in her official capacity as the Chief Probation Officer, GONZALEZ shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify GONZALEZ against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of GONZALEZ's duties as Chief Probation Officer.

Section 19: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of GONZALEZ under any law or ordinance.

Section 20: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. GONZALEZ: GONZALEZ, at the permanent address on record with the County Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of GONZALEZ.
- C. This agreement shall become effective commencing June 9, 2024.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

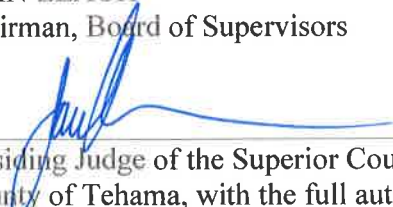
IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and GONZALEZ has signed and executed this agreement, both in duplicate, the day and year first above written.



 JOHN LEACH
 Chairman, Board of Supervisors

JUN 4 2024

 Date



 Presiding Judge of the Superior Court of California,
 County of Tehama, with the full authority of the
 Appointing Authority

6/28/24

 Date



 Judge of the Tehama County Juvenile Court

6/26/24

 Date



 PAMELA GONZALEZ, Employee

6/14/24

 Date

MARGARET LONG, County Counsel
Approved as to form

Date

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: Pamela Gonzalez

Contract Description: For the purpose of Chief Probation Officer

APPROVED AS TO FORM:

Date: 4/26/2024

A handwritten signature in blue ink, consisting of a large, stylized letter 'M' enclosed within a circular loop, with a short horizontal line extending to the right from the bottom of the loop.

Office of the Tehama County Counsel
Margaret E. Long, County Counsel

